
PRIVATE LINE SERVICES

REGULATIONS, RULES AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO NETWORK SERVICES BETWEEN
FIXED POINTS IN THE STATE OF ARIZONA

PRIVATE LINE SERVICE

Issued: May 24, 2005

Effective:

June 24, 2005

Brian Thomas, Vice President Regulatory Affairs
520 Southwest Sixth Avenue, Suite 300
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CHECK SHEET

The pages of this tariff are effective as of the dates shown on each page. Original and revised pages, as identified below, comprise all changes from the original tariff in effective on the date indicated.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) to signify changed condition or regulation.
- (D) to signify deleted material.
- (I) to signify a change in rate or charge resulting in an increase to a Customer's bill.
- (M) to signify that material has been transferred from another sheet or place in the tariff.
- (N) to signify new material.
- (R) to signify a change in rate or charge resulting in a reduction to a Customer's bill.
- (T) to signify a change in text for clarification.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS (Cont'd.)

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Application for Service: A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

Authorized User: A carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

Bit: The basic unit in digital communications.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof whether or not by means of single physical facility or route. One 1.544 mbps service is equivalent to 24 channels.

Company: Time Warner Telecom of Arizona, L.L.C.

Customer: The carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which orders, cancels, amends or uses service and is responsible for the payment of charges and compliance with the Company's regulations.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS (Cont'd.)

Dedicated: A facility or equivalent system or subsystem set aside for the sole use of a specific Customer.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Duplex Service: Service that provides for simultaneous transmission in both directions.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Impaired Service: That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

Individual Contract Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case and the charges for which are contained in a contract executed by the Customer and the Company.

Interoffice Mileage: The segment of a line that extends between the central offices serving the originating and terminating points.

Interrupted Service: That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS (Cont'd.)

LEC: Local Exchange Company

Mbps: Megabits; millions of bits per second.

Network: The Company's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services: The Company's telecommunications services offered on the Company's Network.

Node: The Company office where customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Off-Net - Services provided by the Company that are carried in part on the Company's network.

On-Net - Services provided by the Company that are carried entirely on the Company's network.

One-Way Service: Service which provides for transmission in one direction.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Two-Way Service: Service which provides for transmission and/or reception to or from a station.

VersiPak[®] Service: Service provided to a Customer that allows the grouping of rate components to meet the Customer's specific needs.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS (Cont'd.)**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

B8ZS	Bipolar with 8-Zero substitution; a line coding technique which permits DS-0 and DS-1 transmission with 15 consecutive zeros. B9ZS support 64 Kbps clear channel transmission.
DACS	Digital Access Cross Connect.
DS0	Digital Signal Level 0; a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.
DS-1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data have a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8-Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 Service has the equivalent capacity of 24 Voice Grade or S0 services.
DS-3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS-1 Services.
Gbps	Gigabits per second; billions of bits per second.
Kbps	Kilobits per second; 1000s of bits per second.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS (Cont'd.)

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

LAN	Local Area Network.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
POP	Point of Presence. A physical location where a carrier has a presence for network access.
OC-3	A high capacity channel for full duplex, synchronous, optic transmission for digital signals based on the SONET Standard at a rate of 155.52 Mbps.
OC-12	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
OC-48	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
OC-192	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 9.953 Gbps.

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SECTION 2 - REGULATIONS

2.1 Application of Tariff

- 2.1.1** This tariff sets forth the service offerings, rates, terms and conditions applicable to intrastate Network Services furnished by the Company.

To the extent facilities are available, services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, prices for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

- 2.1.2** This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

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SECTION 2 - REGULATIONS (Cont'd.)**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff. The Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.
- 2.2.2** The Company reserves the right to discontinue or limit service or impose requirements as required to meet changing regulatory requirements, or when such requirements have a material adverse economic affect on the feasibility of providing service, as determined by the Company in its reasonable judgment, or when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** The Company directly or indirectly controls all facilities provided under this tariff and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.
- 2.2.5** Service is furnished on the condition that it will be used only for authorized and lawful purposes.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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SECTION 2 - REGULATIONS (Cont'd.)

2.4 Liability of the Company**2.4.1 Services subject to limitations specified in Tariff**

Because the Customer has exclusive control of its communications over the facilities furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as the parties may mutually agree by contract.

2.4.2 Damages

The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruptions as set forth in 2.19. The extension of such allowances for interruptions shall be the sole remedy of the Customer, End User, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing or adjustment of facilities.

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SECTION 2 - REGULATIONS (Cont'd.)**2.4 Liability of the Company (Cont'd.)**

- 2.4.3** The Company will not be in default hereunder for any failure or delay in performance caused by strike or other labor problems, power fluctuations, surges or failures, acts of God, fire, flood, adverse weather conditions, cable cuts, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of eminent domain rights, war or civil unrest or disorder or any other causes beyond the Company's reasonable control ("Force Majeure Event").
- 2.4.4** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) including Customer or its End Users, and for any loss, damage, or destruction of any property, whether owned by the Customer, End User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.4.5** The Company is not liable for any defacement of or damage to the Premises of a Customer or End User resulting from the furnishing of services or equipment on or at such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

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SECTION 2 - REGULATIONS (Cont'd.)**2.4 Liability of the Company (Cont'd.)**

- 2.4.6** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein, or through a contract executed by the Customer and the Company.
- 2.4.7** The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by Customer, its End Users, agents, employees or third parties, of the services provided hereunder is such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.
- 2.4.8** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service which service or equipment is related to the Service supplied by the Company, but is not furnished by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.9** The Company shall be indemnified and held harmless by the Customer against:
- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;
 - c. All claims of any kind by Customer's end users; and
 - d. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer in connection with any service provided by the Company.

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SECTION 2 - REGULATIONS (Cont'd.)**2.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.6 Provisions of Equipment and Facilities**2.6.1 Scheduling**

The Company shall use reasonable efforts to make the Company's services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.6.2 Maintenance of Company Provided Facilities

The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer, or Authorized User may not, nor may it permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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SECTION 2 - REGULATIONS (Cont'd.)

2.6 Provisions of Equipment and Facilities (Cont'd.)

2.6.3 Limitations in Use of Company Provided Facilities

Equipment the Company provides or installs at the Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.6.4 Service Call Charges

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Customer's Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer.

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SECTION 2 - REGULATIONS (Cont'd.)**2.7 Nonroutine Installation/Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.9 Prohibited Uses of Company's Service

- 2.9.1** The services the Company offers shall not be used for any unlawful purpose or for any purpose as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.9.2** Service shall not be offered for resale by the Customer without the prior written consent of the Company.
- 2.9.3** The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - REGULATIONS (Cont'd.)

2.10 Obligations of the Customer

2.10.1 Payment of All Charges

The Customer shall be responsible for the payment of all applicable charges as set forth in this tariff.

2.10.2 Damage in Use of Company's Facilities

The Customer shall be responsible for damage to or loss of the Company's facilities or equipment's caused by: 1) the acts or omissions of the Customer or its End Users; 2) the noncompliance by the Customer or End User with these regulations; or 3) by fire or theft or other casualty on the Premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.10.3 Special Provisions to Maintain Company Facilities

The Customer shall be responsible for providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer or Authorized User and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.

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SECTION 2 - REGULATIONS (Cont'd.)**2.10 Obligations of the Customer (Cont'd.)****2.10.4 Provision of Rights-Of-Way or Conduits**

The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or Authorized User is placed or is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described above.

2.10.5 Safe Location From Company Facilities

The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company.

2.10.6 Construction Permits

The Customer shall be responsible for complying with all laws and regulations applicable to and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which Customer is responsible; and obtaining permission for Company agents or employees to enter the Premises of the Customer or its End User at any reasonable time for the purpose of installing, inspecting, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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SECTION 2 - REGULATIONS (Cont'd.)

2.10 Obligations of the Customer (Cont'd.)

2.10.7 Access for Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Customer shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such test and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.10.8 Provision of Electrical Power

The Customer shall be responsible for providing power required to operate the Company's facilities installed on the Customer's premises.

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SECTION 2 - REGULATIONS (Cont'd.)**2.11 Customer Equipment and Channels**

2.11.1 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided or Authorized User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided or Authorized User-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided or Authorized User-provided equipment.

2.11.2 Where Customer-provided terminal equipment is used on the Customer Premises, the operating personnel, wiring, electric power, and other costs associated with such equipment shall be provided by and maintained at the expense of the Customer.

2.11.3 The Customer is responsible for ensuring that Customer-provided provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities and complies with the minimum protective criteria set by the Company. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Customer or by the Company at the Customer's expense.

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SECTION 2 - REGULATIONS (Cont'd.)

2.11 Customer Equipment and Channels (Cont'd.)

2.11.4 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.11.5 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections and subject to the terms and conditions of this tariff and any technical limitations established by the Company.

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SECTION 2 - REGULATIONS (Cont'd.)**2.11 Customer Equipment and Channels (Cont'd.)**

- 2.11.6** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to perform the required action, do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm at the customer's expense.
- 2.11.7** In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.

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SECTION 2 - REGULATIONS (Cont'd.)**2.12 Payment and Credit Regulations****2.12.1 General Regulations**

- A. The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or its End Users.
- B. Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.
- C. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- D. Upon termination of service for any reason, all amounts due from the Customer to the Company, including but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.
- E. The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.

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SECTION 2 - REGULATIONS (Cont'd.)**2.12 Payment and Credit Regulations (Cont'd.)****2.12.1 General Regulations (Cont'd.)**

- F.** Billing starts on the day after the service or facility becomes available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes will be separately stated on the Customer's bill.
- G.** The Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax, Municipal Taxes; Gross Receipts Taxes; and any taxes surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail.

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SECTION 2 - REGULATIONS (Cont'd.)

2.12 Payment and Credit Regulations (Cont'd.)

2.12.1 General Regulations (Cont'd.)

- H.** If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty of 1% shall be due to the Company.
- I.** Any objections to billed charges must be promptly reported to the Company or its billing agent with supporting documentation within 120 days of receipt of billing or such objections will be deemed waived.
- J.** A charge will be assessed for all checks returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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SECTION 2 - REGULATIONS (Cont'd.)**2.12 Payment and Credit Regulations (Cont'd.)****2.12.2 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B. The Company shall pay interest on deposits as required by state law and commission rules.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

2.12.3 Advance Payment

The Company reserves the right to require advance payment prior to performing.

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SECTION 2 - REGULATIONS (Cont'd.)**2.13 Refusal or Discontinuance of Service by Company**

The Company may refuse, discontinue or limit service under the following conditions and in accordance with Commission rules. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without ten (10) days' written notice to the Customer, except as specified in subsections (g) through (i) below.

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SECTION 2 - REGULATIONS (Cont'd.)**2.13 Refusal or Discontinuance of Service by Company (Cont'd.)**

- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, may require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate illegal use.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - REGULATIONS (Cont'd.)**2.14 Cancellation of Service****2.14.1 Cancellation of Application for Service**

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

	MAXIMUM
Order Cancellation Charge	\$400.00
per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher	\$800.00

2.14.2 Cancellation of Installed Service

Unless a Customer has purchased service under a term agreement plan, the service may be cancelled at any time by contacting the Company. The minimum service period for service not furnished under a term plan for which monthly charges apply is thirty days. The Customer must provide proper identification when ordering or canceling service. Cancellation charges and/or termination liability charges may apply as described in Section 2.17.

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SECTION 2 - REGULATIONS (Cont'd.)**2.15 Modification of Service Order**

If the Customer requests a change in the service order (excluding requests to expedite the due date as provided by Section 2.16 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

	MAXIMUM
Order Modification Charge	\$400.00

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SECTION 2 - REGULATIONS (Cont'd.)**2.16 Expedited Due Date Service****2.16.1 General**

Upon acceptance of the Customer's application for service, the company will notify the Customer of the time frame in which service will be installed. When a Customer requests that service be provided in advance of the Company-specified date, and the Company is able to comply, an Expedited Due Date Service charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

2.16.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable.

Expedited Due Date Charge	MAXIMUM
Per DS-1	\$1,000.00
Per DS-3	\$2,000.00
Per LAN System	\$4,000.00

2.16.3 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

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SECTION 2 - REGULATIONS (Cont'd.)**2.17 Services Provided Pursuant to Term Agreement**

- 2.17.1** Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.
- 2.17.2** The Company may terminate Service if the Customer's material breach is not corrected within thirty (30) days of written notice thereof. Termination for any reason shall not relieve the Customer of liability incurred prior to termination. If the Customer terminates Service(s) prior to the end of the term, the Customer's termination liability shall be 100% of the monthly recurring charges for the remaining term of the Service(s). The Company reserves the right to impose termination charges at a higher rate than stated hereunder if the Company incurs unusually high capital costs to provide or remove Service(s) to or from the Customer's location. The Company also reserves the right assess any documented charges from a third party that are directly associated with the Customer's request to terminate service.

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SECTION 2 - REGULATIONS (Cont'd.)**2.18 Trouble Reporting**

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420. The Company will issue a credit for service interruptions, if applicable, in accordance with this tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

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SECTION 2 - REGULATIONS (Cont'd.)**2.19 Credit Allowances for Interruption of Service****2.19.1 General Regulations**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, a pro rata adjustment of the monthly recurring charges subject to interruptions will be allowed for the service rendered useless and interrupted by reason of the interruption. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not inoperative.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified herein and is dependent upon the length of the interruption. Credit allowances for failure of service starts when the Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and attempt has been made to notify the Customer.

If two or more trouble tickets have been opened for a particular Service in a 30-day period, and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within 30 days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.

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SECTION 2 - REGULATIONS (Cont'd.)**2.19 Credit Allowances for Interruption of Service *continued*****2.19.2 No credit allowance will be made for any interruption in service:**

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
- G. that was not reported to the Company within 30 days of the date that service was affected.

Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can request a service credit, use another means of communications provided by the Company or utilize another service provider.

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SECTION 2 - REGULATIONS (Cont'd.)**2.19 Credit Allowances for Interruption of Service *continued*****2.19.3 Amount of Credit**

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
Greater than 30 minutes but less than 8 hours	1/1440 of monthly recurring charge per 30 minute outage
8 hours or more, up to 24 hours	1/30 of the monthly recurring charge
Greater than 24 hours	1/144 of monthly recurring charge per each 3 hour outage

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SECTION 2 - REGULATIONS (Cont'd.)**2.20 Customer Requested Suspension of Service****2.20.1 General**

Upon the Customer's request, the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges, or monthly construction charges are still due, without reduction, during the period of suspension.

2.20.2 Rates and Charges

<u>Period of Suspension</u>	<u>Charge</u>
First full or partial month	Regulator Monthly Rate (no reduction)
Each additional month (up to one year limit)	One-half Regular Monthly Rate

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SECTION 2 - REGULATIONS (Cont'd.)**2.21 Proprietary Information**

All prices, terms, or conditions associated with any Service Contract entered into by the Customer are proprietary to the Company. The Customer may not use the Company's service mark, name or logo in connection with the Company's marketing of any service to end users, even where those services include a Service supplied by the Company.

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SECTION 2 - REGULATIONS (Cont'd.)**2.22 Negotiated Rates and Competitive Discounts**

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

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SECTION 3 - SERVICE DESCRIPTIONS**3.1 Transport Service Offerings****3.1.1 Dedicated Capacity Services****A. Service Description****1. DS-0 Service**

DS-0 Low-speed digital service includes data transmission speeds of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

2. DS-1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion or Binary 8 Zero Substitution and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade Services or 24 DS-0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels.

3. DS-3 Service

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 Voice Grade Services or 672 DS-0 Services at 56/64 Kbps.

4. STS-1 Service

STS-1 Service is a high capacity channel for the full duplex, synchronous, optical channel for transmission of digital data based on the Synchronous Optical Network (SONET) standard. STS-1 has an electrical interface rate of 51.840 Mbps and can be configured with either DS3 or VT1.5 payload mapping.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.1 Dedicated Capacity Services (Cont'd.)****A. Service Description (Cont'd.)****5. OC-3 Service**

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.520 Mbps. OC-3 Service may be configured with one OC-3c (concatenated), up to 3 STS-1's, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.

6. OC-3c Service

OC-3c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 155.520 Mbps.

7. OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.080 Mbps. OC-12 Service may be configured with up to 4 OC-3's, up to 12 STS-1's, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

8. OC-12c Service

OC-12c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 622.080 Mbps.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.1 Dedicated Capacity Services (Cont'd.)****A. Service Description (Cont'd.)****9. OC-48 Service**

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps. OC-48 Service may be configured with up to 4 OC-12's, up to 16 OC-3's, up to 48 STS-1's, or up to 48 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

10. OC-48c Service

OC-48c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 2.488 Gbps.

B. Rates and Charges

Services rates consist of a monthly recurring charge and non-recurring connection charge. Fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. Mileage Charge is the associated monthly rate for providing the communications path between originating and terminating locations. Mileage Charge is applied to services between 3 to 19.9 miles in length. Mileage charge for distances greater than 20 miles will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.1 Transport Service Offerings (Cont'd.)

3.1.1 Dedicated Capacity Services (Cont'd.)

B. Rates and Charges

1. Monthly Recurring Charges

<u>Service Description</u>	<u>Service Term</u>	<u>MAXIMUM Monthly Recurring Fixed Charge</u>	<u>MAXIMUM Monthly Recurring Mileage Charge</u>
DS-0	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB
DS-1	12 Months	\$ 370.00	\$ 200.00
	24 Months	\$ 350.00	\$ 200.00
	36 Months	\$ 280.00	\$ 200.00
	60 Months	\$ 270.00	\$ 200.00
DS-3	12 Months	\$2,300.00	\$ 600.00
	24 Months	\$2,220.00	\$ 600.00
	36 Months	\$2,120.00	\$ 600.00
	60 Months	\$1,950.00	\$ 600.00
STS-1	12 Months	\$2,300.00	\$ 600.00
	24 Months	\$2,220.00	\$ 600.00
	36 Months	\$2,120.00	\$ 600.00
	60 Months	\$1,950.00	\$ 600.00
OC-3 / OC-3c	12 Months	\$5,880.00	\$1,120.00
	24 Months	\$5,580.00	\$1,120.00
	36 Months	\$5,220.00	\$1,120.00
	60 Months	\$4,920.00	\$1,120.00

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.1 Dedicated Capacity Services (Cont'd.)****B. Rates and Charges****1. Monthly Recurring Charges**

<u>Service Description</u>	<u>Service Term</u>	<u>MAXIMUM Monthly Recurring Fixed Charge</u>	<u>MAXIMUM Monthly Recurring Mileage Charge</u>
OC-12 / OC-12c	12 Months	\$18,560.00	\$2,100.00
	24 Months	\$17,280.00	\$2,100.00
	36 Months	\$16,980.00	\$2,100.00
	60 Months	\$ 1,620.00	\$2,100.00
OC-48 / OC-48c	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB

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ORIGINAL**PRIVATE LINE SERVICES****SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)****3.1 Transport Service Offerings (Cont'd.)****3.1.1 Dedicated Capacity Services (Cont'd.)****B. Rates and Charges (Cont'd.)****2. Nonrecurring Connection Charge**

<u>Service Description</u>	<u>MAXIMUM Service Term</u>	<u>MAXIMUM Non-Recurring Charge</u>
DS-0	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB
DS-1	12 Months	\$ 400.00
	24 Months	\$ 400.00
	36 Months	\$ 400.00
	60 Months	\$ 400.00
DS-3	12 Months	\$ 800.00
	24 Months	\$ 800.00
	36 Months	\$ 800.00
	60 Months	\$ 800.00
OC-3 / OC-3c	12 Months	\$2,000.00
	24 Months	\$2,000.00
	36 Months	\$2,000.00
	60 Months	\$2,000.00
OC-12 / OC-12c	12 Months	\$4,000.00
	24 Months	\$4,000.00
	36 Months	\$4,000.00
	60 Months	\$4,000.00
OC-48 / OC-48c	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.2 Wavelength Services****A. Service Description**

Wavelength Services are a wavelength division multiplexing (WDM) fiber optic communications system. The system provides arbitrary connections between nodes through the use of wavelength specific communication channels in 2.5G (2.488 Gbps) and 10G (9.952 Gbps) "Lambdas."

1. 2.5G Service

2.5G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 2.488 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

2. 10G Service

10G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 9.952 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.2 Wavelength Services (Cont'd.)****B. Rates and Charges**

Service rates consist of a monthly recurring charge and non-recurring connection charge. The fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. The mileage band charge is the monthly rate for providing the communications path between originating and terminating locations for each mile in length. Mileage charges for distances 15 miles or greater will be determined on an individual case basis.

1. Monthly Recurring Charges

	MAXIMUM	MAXIMUM
<u>Service Description</u>	<u>Service Term</u>	<u>Monthly Recurring Fixed Charge</u>
2.5G Wavelength	12 Months	\$30,000.00
	24 Months	\$18,900.00
	36 Months	\$17,800.00
	60 Months	\$16,000.00
10G Wavelength	12 Months	\$37,000.00
	24 Months	\$59,800.00
	36 Months	\$22,000.00
	60 Months	\$20,000.00

<u>Mileage Band (Miles)</u>	<u>Mileage Band Charge (per Mile)</u>
0 - 2.9	\$ 0.00
3 - 14.9	\$400.00
Above 15	ICB

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.2 Wavelength Services (Cont'd.)****B. Rates and Charges (Cont'd.)****2. Nonrecurring Charges**

	MAXIMUM	MAXIMUM
<u>Service Description</u>	<u>Service Term</u>	<u>Charge</u>
2.5G Wavelength	12 Months	\$ 6,000.00
	24 Months	\$ 6,000.00
	36 Months	\$ 6,000.00
	60 Months	\$ 6,000.00
10G Wavelength	12 Months	\$10,000.00
	24 Months	\$10,000.00
	36 Months	\$10,000.00
	60 Months	\$10,000.00

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.3 Private Ring Service****A. Service Description**

Private Ring Service is a custom designed, high-capacity service that delivers dedicated capacity between multiple locations over a private reserved path for the Customer's exclusive use. Private Ring Service Customers can also connect the Company's Dedicated Capacity / Wavelength Services to the Customer's private ring.

B. Rates and Charges

Rates and Charges for Private Ring Service will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.1 Transport Service Offerings (Cont'd.)****3.1.4 Supplemental Services**

The Company may provide certain supplemental services on an individual case basis.

- A. Multiplexing / De-multiplexing. This service combines lower-level signals onto a higher bandwidth interface or separates higher-level signals onto a lower bandwidth interface.
- B. Dedicated Entrance Facility. This service provides dedicated capacity to a single Customer on the Company's shared infrastructure. Additional services can be multiplexed or de-multiplexed from the dedicated entrance facility. The dedicated entrance facility is a flexible and customizable service allowing varying bandwidths interfaces to be connected to it.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.2 High Speed Digital Access and High Capacity Private Line

3.2.1 Multipoint Native Local Area Network Service (Multipoint NLAN)

A. Service Description

Multipoint NLAN Service offers full mesh multipoint connectivity via native IEEE Standard Ethernet interfaces.

B. Rates and Charges

Rates and charges for Multipoint NLAN Service will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.2 High Speed Digital Access and High Capacity Private Line (Cont'd.)

3.2.2 Point to Multipoint Native Local Area Network Service ("Point to Multipoint NLAN")

A. Service Description

Point to Multipoint NLAN Service offers full mesh Multipoint connectivity via native IEEE Standard Ethernet interfaces.

B. Rates and Charges

Rates and Charges for Point to Multipoint NLAN Service will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.2 High Speed Digital Access and High Capacity Private Line (Cont'd.)****3.2.3 Customer Direct Native Local Area Network Service ("Customer Direct NLAN")****A. Service Description**

Customer Direct NLAN is a point-to-point unprotected room and 1000 M Ethernet Service. The fiber between the two Customer locations is dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.

B. Rates and Charges

Rates and charges for Customer Direct NLAN service will be determined on an individual case basis.

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ORIGINAL**SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)****3.2 High Speed Digital Access and High Capacity Private Line (Cont'd.)****3.2.4 Switched Native Local Areas Network (SNLAN) Service****A. Service Description**

Switched NLAN (SNLAN) Service is a switched Ethernet service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that of another Customer through unique, secure logical connections.

SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) option for Unlimited Tag Service (UTS) option. With ITS, the Customer pays per Tag for each of the Tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first come, first serve basis.

Full line-rate 1000M Ethernet ports are generally available with the SNLAN service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622 may be available.

Customer Tagged Traffic: The Customer has already Tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer internal enterprise network. Therefore, the traffic enters the Company's SNLAN network without Tags already attached to the Ethernet frames. This type of traffic is referred to as Untagged Customer traffic.

B. Rates and Charges

Rates and Charges for SNLAN Service will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)**3.2 High Speed Digital Access and High Capacity Private Line (Cont'd.)****3.2.5 Extended NLAN (E-NLAN) Service****A. Service Description**

Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN Central Office Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of ENLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher Class of Service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase separately Metro NLAN for each end of the Extended NLAN service.

B. Rates and Charges

Rates and charges for E_NLAN Service will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.2 High Speed Digital Access and High Capacity Private Line (Cont'd.)

3.2.6 MultiPoint Extended NLAN (MP ENLAN Service)

A. Service Description

MultiPoint Extended NLAN Service allows long-haul connectivity between multiple market locations. It is offered over the Company's IP Backbone thus encapsulating Customer traffic using layer 2 tunnels. Metro NLAN connectivity is required for connection at each Customer location.

B. Rates and Charges

Rates and charges will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.3 ESCON Storage Transport

3.3.1 Service Description

ESCON Storage Transport Product is a point-to-point circuit that connects an IBM mainframe at the Customer's location to an off-site storage provider using standard ESCON protocol. Specifically designed for Business Continuity/Disaster Recovery, this service provides the Customer with the ability to back up mission-critical data in real time on a transaction-by-transaction basis.

3.3.2 Rates and Charges

Rates and charges for EXCON Storage Transport will be determined on an individual case basis.

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ORIGINAL**SECTION 4 - SPECIAL CONSTRUCTION****4.1 Special Construction Services**

- 4.1.1** Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken by the Company on a reasonable effort basis at the request of the Customer.
- 4.1.2** Special construction is that construction which is undertaken under one or more of the following circumstances:
- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
 - (b) where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;
 - (c) where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (d) where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;
 - (e) where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;
 - (f) where the facilities are provided on a temporary basis pending the availability of permanent facilities;

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SECTION 4 - SPECIAL CONSTRUCTION SERVICES (Cont'd.)

4.1 Special Construction Services (Cont'd.)

- (g) where the construction requested involves abnormal costs; and
- (h) where construction of facilities is done in advance of the Company's normal construction schedule.

4.1.3 Construction Charges

Special construction charges will be determined on an individual case basis. Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Arizona Corporation Commission.

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SECTION 4 - SPECIAL CONSTRUCTION SERVICES (Cont'd.)

4.2 Individual Case Basis Arrangements

- 4.2.1 The Company may, in response to competitive request for proposal or for non-standard services, develop a responsive individual contract billing arrangement for services offered in this tariff.
- 4.2.2 Prices quoted in response to such requests may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Arizona Corporation Commission if required.
- 4.2.3 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.
- 4.2.4 Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Arizona Corporation Commission.

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SECTION 5 – PROMOTIONS

5.1 Promotional Offerings

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days for non-optional, recurring charges), designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Requests for specific limited duration promotional offerings will be presented to the Arizona Corporation Commission in the form of an addendum to the Company's tariff.

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ORIGINAL**SECTION 6 – CURRENT RATES****Cancellation of Application for Service (Section 2.14.1)**

Order Cancellation Charge	\$ 200.00
per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher	\$ 400.00

Modification of Service Order (Section 2.15)

Order Modification Charge	\$ 200.00
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Expedited Due Date Service (Section 2.16)

Expedited Due Date Charge	
Per DS-1	\$ 500.00
Per DS-3	\$1,000.00
Per LAN System	\$2,000.00

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ORIGINAL**SECTION 6 – CURRENT RATES (Cont'd.)****Transport Service Offerings (Section 3.1)****Dedicated Capacity Services (Section 3.1.1)****A. Monthly Recurring Charges**

<u>Service Description</u>	<u>Service Term</u>	<u>Monthly Recurring Fixed Charge</u>	<u>Monthly Recurring Mileage Charge</u>
DS-0	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB
DS-1	12 Months	\$ 185.00	\$ 100.00
	24 Months	\$ 175.00	\$ 100.00
	36 Months	\$ 140.00	\$ 100.00
	60 Months	\$ 135.00	\$ 100.00
DS-3	12 Months	\$1,150.00	\$ 300.00
	24 Months	\$1,110.00	\$ 300.00
	36 Months	\$1,060.00	\$ 300.00
	60 Months	\$ 975.00	\$ 300.00
STS-1	12 Months	\$1,150.00	\$ 300.00
	24 Months	\$1,110.00	\$ 300.00
	36 Months	\$1,060.00	\$ 300.00
	60 Months	\$ 975.00	\$ 300.00
OC-3 / OC-3c	12 Months	\$2,940.00	\$ 560.00
	24 Months	\$2,790.00	\$ 560.00
	36 Months	\$2,610.00	\$ 560.00
	60 Months	\$2,460.00	\$ 560.00

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SECTION 6 – CURRENT RATES

Transport Service Offerings (Section 3.1) (Cont'd.)

Dedicated Capacity Services (Section 3.1.1) (Cont'd.)

A. Monthly Recurring Charges

<u>Service Description</u>	<u>Service Term</u>	Monthly Recurring <u>Fixed Charge</u>	Monthly Recurring <u>Mileage Charge</u>
OC-12 / OC-12c	12 Months	\$9,280.00	\$1,050.00
	24 Months	\$8,640.00	\$1,050.00
	36 Months	\$8,490.00	\$1,050.00
	60 Months	\$7,810.00	\$1,050.00
OC-48 / OC-48c	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB

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SECTION 6 -- CURRENT RATES

Transport Service Offerings (Section 3.1) (Cont'd.)

Dedicated Capacity Services (Section 3.1.1) (Cont'd.)

B. Nonrecurring Connection Charge

<u>Service Description</u>	<u>Service Term</u>	<u>Non-Recurring Charge</u>
DS-0	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB
DS-1	12 Months	\$ 200.00
	24 Months	\$ 200.00
	36 Months	\$ 200.00
	60 Months	\$ 200.00
DS-3	12 Months	\$ 400.00
	24 Months	\$ 400.00
	36 Months	\$ 400.00
	60 Months	\$ 400.00
OC-3 / OC-3c	12 Months	\$1,000.00
	24 Months	\$1,000.00
	36 Months	\$1,000.00
	60 Months	\$1,000.00
OC-12 / OC-12c	12 Months	\$2,000.00
	24 Months	\$2,000.00
	36 Months	\$2,000.00
	60 Months	\$2,000.00
OC-48 / OC-48c	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB

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ORIGINAL**SECTION 6 – CURRENT RATES****Transport Service Offerings (Section 3.1) (Cont'd.)****Wavelength Services (Section 3.1.2)****A. Monthly Recurring Charges**

<u>Service Description</u>	<u>Service Term</u>	<u>Monthly Recurring Fixed Charge</u>
2.5G Wavelength	12 Months	\$15,000.00
	24 Months	\$ 9,900.00
	36 Months	\$ 8,900.00
	60 Months	\$ 8,000.00
10G Wavelength	12 Months	\$19,000.00
	24 Months	\$14,900.00
	36 Months	\$11,000.00
	60 Months	\$10,000.00

<u>Mileage Band</u>	<u>(in Miles)</u>	<u>Mileage Band Charge (per Mile)</u>
0	2.9	\$ 0.00
3	14.9	\$ 400.00
Above	15	ICB

B. Nonrecurring Charges

<u>Service Description</u>	<u>Service Term</u>	<u>Charge</u>
2.5G Wavelength	12 Months	\$3,000.00
	24 Months	\$3,000.00
	36 Months	\$3,000.00
	60 Months	\$3,000.00
10G Wavelength	12 Months	\$5,000.00
	24 Months	\$5,000.00
	36 Months	\$5,000.00
	60 Months	\$5,000.00

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